"Complaining about a problem without proposing a solution is called whining." – President Theodore Roosevelt

NOTICE AND AGENDA

October 20, 2020

Notice is hereby given that the Roosevelt City Council will hold its regular Council Meeting on Tuesday, October 20, 2020, at the Roosevelt Municipal Building, 255 South State Street, Roosevelt, Utah, which meeting shall begin promptly at 5:30 p.m.

The agenda will be as follows:

1. Call to Order — Page
2. Roll Call
3. Opening Ceremony *(Prayer and Pledge of Allegiance)*
4. Minutes…… 1-3
5. Public Comment Period *(The comment period is limited to 15 minutes. Any person wishing to comment shall limit their comments to three (3) minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the front and state his/her name and address for the record. All comments shall be directed to the Mayor or entire Council. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 15-minute period. During this time, citizens may address the Council on any subject.)*
6. Public Hearings (as needed)
   a. Public Hearing – Resolution 2020-303 …… 4-47
      A public hearing to receive input from the public with respect to the issuance of Roosevelt City's Water Revenue Bonds, in one or more series, in the aggregate principal amount not to exceed $1,525,000 for improvements to the Issuer's water system, and related improvements.

      Final Bond Resolution:
      A RESOLUTION AUTHORIZING $1,268,000 WATER REVENUE BONDS, SERIES 2021 TO FINANCE WATER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS, AND RELATED MATTERS.
7. Appointments
   A. Delia Betts – Animal Shelter Investigation Update
   B. Recyclops Presentation
   C. Extra Mile Day Proclamation…….. 48
   D. Lexipol Policy Procurement…… 49-62
   E. City Manager Vehicle Stipend Approval
   F. Assistant City Manager Position Review
8. Purchase Orders and Quarterly Financial Review
9. Reports from Standing Committees
10. Report from City Manager
11. Standing Agenda Items
    A. Pending Discussion Items *(discussed previously, but final action not yet taken)*
       1. Chapter by chapter detail review of city code
12. Closed Session (as needed)
13. Adjourn

Further information can be obtained by contacting Kurt Mower at (435) 722-5001 or (435) 725-7203. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during these hearings should notify Kurt Mower at 255 South State Street, Roosevelt, Utah, 84066, at least three days prior to the hearing to be attended.

MINUTES OF A REGULAR COUNCIL MEETING

October 6, 2020

The meeting was called to order at 5:30 p.m. by Mayor JR Bird.

A roll call was taken which showed council members Dustin White, David Baird, Don Busenbark, and Vince Reiley present. Cody Aland is excused. Mayor JR Bird stated that the meeting was a regularly called meeting and that notice of the time, place and agenda of the meeting had been provided to the local news media, to each member of the governing body, and was posted on the city web page and the state public meetings web page.

Others present included Kurt Mower, LeeNichole Marett, Carolyn Wilcken, Kirby Wolfinjer, Aaron Brown, Rick Harrison, Scott Finlayson, Natalie Finlayson, and Hal Huff.

Opening prayer was given by Councilman David Baird.

MINUTES

A motion was made by Councilman Don Busenbark to approve the minutes of the regular meeting of September 15, 2020, and the special meeting of September 25, 2020, after revision. Motion was seconded by Councilman Dustin White. Those voting Aye were Dustin White, David Baird, Don Busenbark, and Vince Reiley. Motion was carried unanimously.

PUBLIC COMMENT PERIOD

There were no comments from the public.

PUBLIC HEARING – ORDINANCE 2020-437 TITLE 2 CHAPTER 4 REVISIONS

To proceed with the process of hiring a new City Manager, the Council has proposed revisions to Title 2 Chapter 4 of the Roosevelt City Code. Mayor JR Bird presented the recommended changes. Scott Finlayson expressed some concern about one of the stipulations contained in section 2.04.060 of the policy as it relates to removal from office "for cause." He stated that City Managers sometimes must override or act against written City policy for the benefit of the city, i.e. during the COVID-19 pandemic. Because the City Manager is not entitled to the same due process as other employees, Mayor Bird stated that it makes sense to change the wording to reflect policy violations that would cause irreparable harm to the City. It was determined that wording will be added to 2.04.060A, line item iv, to include "referenced in Sections III, IV, and V." Scott Finlayson expressed his gratitude to the council for working through these issues to come to a resolution. There were no additional comments from the public.

After review and discussion, a motion was made by Councilman Don Busenbark to approve Ordinance 2020-437 as revised. Motion seconded by Councilman Dustin White. Those voting

Aye were Dustin White, David Baird, Don Busenbark, and Vince Reiley. Motion was carried unanimously.

AIRPORT BOARD APPOINTMENTS

Mayor JR Bird presented Councilman Vince Reiley, Mayor JR Bird, Shaun Denver, Colton Roberts, and Chris Oakes for appointment to the newly reformed Roosevelt Airport Board. Two additional possible members are tabled until such time as the Council determines whether City employees may serve on boards while residing outside City limits.

After review and discussion, a motion was made by Councilman Don Busenbark to approve the Airport Board appointments as presented and review the Resolution regarding City employees. Motion seconded by Councilman Vince Reiley. Those voting Aye were Dustin White, David Baird, Don Busenbark, and Vince Reiley. Motion was carried unanimously.

CITY MANAGER CONTRACT APPROVAL

Mayor JR Bird presented the proposed contract for City Manager Candidate Scott Finlayson. The verbiage of Section 3 of the contract was updated to reflect the language changed in the ordinance above.

After review and discussion, a motion was made by Councilman David Baird to approve the city manager contract as revised subject to legal counsel review. Motion seconded by Councilman Don Busenbark. Those voting Aye were Dustin White, David Baird, Don Busenbark, and Vince Reiley. Motion was carried unanimously.

PURCHASE ORDERS

A motion was made by Councilman Don Busenbark to approve the following purchase orders. Motion seconded by Councilman David Baird. Those voting Aye were Dustin White, David Baird, Don Busenbark, and Vince Reiley. Motion carried unanimously.

4852	Straight Stripe Painting, Inc.	$ 69,037.87
4833	Staker & Parson Co.	801,196.06
	J-U-B Engineers, Inc.	12,009.00
4853	Ascent Aviation Group, Inc.	16.389.33
4864	Ascent Aviation Group, Inc.	14,117.10
	K&K Sanitation	77,562.23
	Moon Lake Electric	23,000.00
	PEHP	50,300.00
	TOTAL	**$1,063,611.59**

STANDING COMMITTEE REPORTS

The final walkthrough for the airport project will be held tomorrow at 1 p.m. Mayor Bird reported that the investigation into the Roosevelt Animal Shelter has concluded. All findings have been turned over to the attorneys for review.

CITY MANAGER REPORT

Acting City Manager Ryan Clayburn is excused. Finance Director/City Recorder Kurt Mower reported that there may be a reallocation of the third distribution of CARES Act funding. Dustin White stated that the ULCT Board reviewed the issue today as well. It is presently unknown how Roosevelt City will be impacted, so the City will not obligate any further funds until more is known. Carolyn Wilcken was recognized for her 38 years of service to the City. She plans to retire at the end of the month.

A motion was made by Councilman Don Busenbark to adjourn the meeting. Motion seconded by Councilman Vince Reiley. Those voting Aye were Dustin White, David Baird, Don Busenbark, and Vince Reiley. Motion carried unanimously.

Meeting adjourned at 6:36 p.m.

_____
Roddy I. Bird Jr., Mayor

ATTEST:

_____
Kurt Mower, Recorder

ROOSEVELT CITY, UTAH

FINAL BOND RESOLUTION
WATER REVENUE BONDS, SERIES 2021

October 20, 2020

RESOLUTION NO. 2020-303

A RESOLUTION AUTHORIZING $1,268,000 WATER REVENUE BONDS, SERIES 2021 TO FINANCE WATER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS, AND RELATED MATTERS.

WHEREAS, Roosevelt City, Duchesne County, Utah (the "Issuer"), desires to finance, in part, improvements to its water system, and related improvements (the "Project") and desires to finance those improvements by issuing its Water Revenue Bonds, Series 2021 in the total principal amount of $1,268,000 (the "Series 2021 Bonds"); and

WHEREAS, the Issuer has previously issued its Outstanding Obligations (as defined herein) for improvements to the Issuer's water system; and

WHEREAS, the Series 2021 Bonds shall be issued on a parity with the Outstanding Obligations such that the Series 2021 Bonds and Outstanding Obligations shall be equally secured by a first lien pledge on the Net Revenues of the Issuer's System (as those terms are defined herein); and

WHEREAS, the Issuer does not have on hand money to pay the cost of the System improvements and, with the exception of the Issuer's Outstanding Obligations, the revenues to be derived by the Issuer from the operation of the System will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Series 2021 Bonds; and

WHEREAS, the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), provides that the Issuer may issue nonvoted revenue bonds as long as revenues generated from the revenue producing facilities of the Issuer are sufficient to pay for operation and maintenance of such facilities and debt service on all Outstanding Obligations, including the Series 2021 Bonds secured by the revenues of such facilities; and

WHEREAS, the Issuer has been advised that the System will generate sufficient revenues to pay for operation and maintenance of the System as well as debt service on all proposed bonds and Outstanding Obligations secured by the revenues of the System, including the Series 2021 Bonds authorized herein; and

WHEREAS, the State of Utah Permanent Community Impact Fund Board (the "Community Impact Board") has offered to purchase at par the Issuer's Series 2021

Bonds in the total principal amount of $1,268,000 bearing interest at the rate of five tenths of a percent (0.5%) per annum; and

WHEREAS, the Issuer desires to accept the offer of the Community Impact Board and confirm the sale of the Series 2021 Bonds to the Community Impact Board; and

WHEREAS, the Issuer has obtained a grant from the Community Impact Board for the Project in the amount of $1,268,000 and desires to accept the offer.

NOW, THEREFORE, Be It Resolved by the City Council of Roosevelt City, Duchesne County, Utah, as follows:

ARTICLE I

DEFINITIONS

As used in this resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

"Annual Debt Service" means the annual payment of principal, premium or penalty, if any, and interest, if any, to be paid by the Issuer during any Sinking Fund Year on the Series 2021 Bonds and all Outstanding Obligations or other forms of indebtedness issued on a parity with the Series 2021 Bonds and which are secured by the Revenues of the System.

"Bondholder" or "Registered Owner" means the registered holder of any Series 2021 Bond, the issuance of which is authorized herein.

"Bonds" means the Outstanding Obligations, the Series 2021 Bonds and any refunding bonds or Parity Bonds issued under section 4.2.

"Code" means the Internal Revenue Code of 1986, as amended.

"Community Impact Board" means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

"Depository Bank" means a "Qualified Depository" as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended, selected by the Issuer to receive deposits for the Water Revenue Fund as herein described, the deposits of which Bank shall be insured by the Federal Deposit Insurance Corporation.

"Escrow Account" means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, such account to be used for the purpose of depositing the proceeds of the sale of the Series 2021 Bonds and accounting for those proceeds pursuant to the terms of the Escrow Agreement.

"Escrow Agent" means Utah State Treasurer, Salt Lake City, Utah, who shall so act pursuant to the terms of the Escrow Agreement.

"Escrow Agreement" means the agreement entered into among the Issuer, the Community Impact Board, and the Escrow Agent on the date of delivery of the Series 2021 Bonds.

"Exchange Bonds" means the fully registered Series 2021 Bonds issued in substantially the form set forth in Exhibit A-2, in exchange for the State Bonds representing the Series 2021 Bonds or in exchange for other Exchange Bonds, in the denomination of $1,000 or any integral multiple thereof.

"Fully Registered Bond" means any single Bond that is fully registered in the denomination(s) equal to the aggregate principal amount of the applicable Series 2021 Bonds authorized herein.

"Issuer" means Roosevelt City, Duchesne County, Utah or its successors.

"Net Revenues" means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all expenses reasonably incurred in connection with the operation and maintenance of the System, including the cost of water treatment, whether incurred by the Issuer or paid to any other political subdivision or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying agents on the Bonds, payment of premiums for insurance on the System hereafter required and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance of the System, but only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

"Outstanding Obligations" means collectively the Issuer's (1) Series 2005A Water Revenue Bond in the principal amount of $970,000; (2) Series 2009 Water Revenue Bond in the principal amount of $340,000; (3) Series 2011 Water Revenue Bond in the principal amount of $350,000; (4) Series 2011B Water Revenue Bond in the principal amount of $518,000; (5) Series 2013 Taxable Water Revenue Bond in the principal amount of $500,000; (6) Series 2015 Taxable Water Revenue Bond in the principal amount of $307,000.

"Paying Agent" means the person or persons authorized by the Issuer to pay the principal of and interest on the Series 2021 Bonds on behalf of the Issuer. The initial paying agent for the Series 2021 Bonds is the City Recorder of the Issuer.

"Project" means financing, in part, improvements to the Issuer's water system, including all equipment and necessary appurtenances thereof.

"Registrar" means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2021 Bonds on behalf of the Issuer. The initial Registrar for the Series 2021 Bonds is the City Recorder of the Issuer.

"Revenues" means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, any impact fees imposed to finance the Project, connection charges, and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter constructed or acquired, and all

interest earned by and profits derived from the sale of investments made with the income and Revenues.

"Series 2021 Bond or Bonds" means the Issuer's Water Revenue Bonds, Series 2021 in the total principal amount of $1,268,000 bearing interest at the rate of one-half of one percent (0.5%) per annum and purchased by the Community Impact Board.

"Sinking Fund Year" means the twelve-month period beginning on July 1 of the calendar year and ending on the next succeeding June 30; provided, however, that the first Sinking Fund Year will begin on the delivery date of the Series 2021 Bonds and will end on the next succeeding June 30.

"State Bonds" means the fully registered Series 2021 Bonds issued in substantially the form set forth in Exhibit A-1 in the denominations equal to the aggregate principal amount of the Series 2021 Bonds.

"System" means the whole and each and every part of the water system of the Issuer, including the Project to be acquired and constructed pursuant to this Bond Resolution, and all property, real, personal and mixed, of every nature now or hereafter owned by the Issuer and used or useful in the operation of said System, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while any of the Bonds remain outstanding.

ARTICLE II

ISSUANCE OF SERIES 2021 BONDS

Section 2.1. Principal Amount, Designation Series and Interest Rate. The Series 2021 Bonds are hereby authorized for issuance for the purpose of providing funds for financing, in part, (i) the Project, and (ii) to pay the costs of issuing the Bonds. The Series 2021 Bonds shall be limited to $1,268,000 in aggregate principal amount, shall be issued (i) if issued as a State Bond(s), in the form set forth in Exhibit A-1 and (ii) if issued as Exchange Bonds, in the form set forth in Exhibit A-2, in fully registered form, shall bear interest at the rate of one-half of one percent (0.5%) per annum, and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2021 Bonds shall be in the denomination of $1,000 or any integral multiple thereof. The Series 2021 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2021 Bonds shall be designated as, and shall be distinguished from the bonds of all other series by the title, "Water Revenue Bonds, Series 2021."

The Series 2021 Bonds are issued on parity with the Issuer's Outstanding Obligations, such that the Series 2021 Bonds are secured by a pledge of the Net Revenues of the Issuer's System, which pledge is on parity with and equal to the pledge of the Net Revenues securing the Outstanding Obligations.

Section 2.2. Date and Maturities. The Series 2021 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section. The Series 2021 Bonds shall be initially issued as one Fully Registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2021 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. Payment of interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

So long as the Community Impact Board is the Registered Owner of the Series 2021 Bonds, payments of principal and interest on the Series 2021 Bonds shall be made by check or draft and mailed to the Community Impact Board as the Registered Owner at the address shown on the registration books maintained by the Registrar. So long as the Community Impact Board is the Registered Owner of the Series 2021 Bond, in lieu of presentation or the surrender of the Series 2021 Bond to the Paying Agent for notations by the Paying Agent of such payments, the Community Impact Board, by its Chairman or his designee, shall endorse such payments upon the Series 2021 Bond.

Interest shall begin to accrue on the unpaid principal balance of the Series 2021 Bonds on October 1, 2021, and shall be payable on October 1, 2022, and shall be payable

annually thereafter on each October 1. The principal of the Series 2021 Bonds shall be payable in installments on October 1 of each year, in the years and the amounts as follows:

October 1	Principal Maturing
2022	$39,000
2023	39,000
2024	40,000
2025	40,000
2026	40,000
2027	40,000
2028	40,000
2029	41,000
2030	41,000
2031	41,000
2032	41,000
2033	41,000
2034	42,000
2035	42,000
2036	42,000
2037	42,000
2038	43,000
2039	43,000
2040	43,000
2041	43,000
2042	43,000
2043	44,000
2044	44,000
2045	44,000
2046	45,000
2047	45,000
2048	45,000
2049	45,000
2050	45,000
2051	45,000

In the event the bid from the lowest responsible bidder on the Project shows that the costs of the Project will exceed the amount of grant and loan commitments the Issuer has already obtained, then, as authorized in Section 11-14-302 of the Act, the Issuer hereby authorizes the Mayor and City Recorder, as a pricing committee, to approve a final principal amount and repayment schedule for the Series 2021 Bonds within the parameters set forth in the Notice of Public Hearing published once each week for two consecutive weeks with the first publication being at least 14 days before this resolution and also posted on the Utah Public Notice Website at least 14 before this resolution, which parameters are in the aggregate principal amount of not to exceed $1,525,000, to

bear interest at the rate or rates not to exceed five tenths of a percent (0.5%) per annum, to mature in not more than thirty-five (35) years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof, and all other terms of the Series 2021 Bonds, and to approve and execute all documents related to the issuance of the Series 2021 Bonds. The City Recorder is authorized to attest such signatures and apply the Issuer's seal as appropriate

In the event the Series 2021 Bonds are not issued during the calendar year 2021, then the denomination of the Bonds and series designation shall be modified to correspond to the year in which they are issued.

Section 2.3. Optional Redemption and Redemption Prices. Each principal payment of the Series 2021 Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the Series 2021 Bonds of a particular due date are to be redeemed, upon notice as provided in 2.4 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Community Impact Board with respect to the Series 2021 Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.4. Notice of Redemption for Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.4. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Exchange Bonds, including the series to be redeemed and the identification numbers of the Exchange Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Exchange Bonds;

(iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Exchange Bond or portion thereof called for redemption; and

(vii) the place where such Exchange Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) Upon the payment of the redemption price of Exchange Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Exchange Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of a redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

Notice of redemption shall be given not more than forty-five (45) days nor less than thirty (30) days prior to the redemption date to Registered Owners of the Exchange Bonds, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Exchange Bonds or portions thereof redeemed but who failed to deliver Series 2021 Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Registered Owner of such Series 2021 Bonds actually receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure to so receive any such notice by any of the Registered Owners shall not affect the validity of the proceedings for the redemption of the Series 2021 Bonds.

In case any Exchange Bond is to be redeemed in part only, the notice of redemption which relates to such Exchange Bond shall state also that on or after the redemption date, upon surrender of such Series 2021 Bond, a new Series 2021 Bond in principal amount equal to the unredeemed portion of such Series 2021 Bond will be issued.

Section 2.5. Execution and Delivery of the Series 2021 Bonds. The Mayor is hereby authorized to execute by manual or facsimile signature the Series 2021 Bonds and the City Recorder to countersign by manual or facsimile signature the Series 2021 Bonds and to have placed on the Series 2021 Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Community Impact Board the Series 2021 Bonds upon payment to the Issuer of the proceeds of the Series 2021 Bonds.

Section 2.6. Delinquent Payment. Payments of principal and/or interest on the Series 2021 Bonds which are delinquent from the due date thereof shall draw interest at

the rate of eighteen percent (18%) per annum on the delinquent payment from such due date until paid in full.

Section 2.7. Exchange of State Bonds. As long as the Community Impact Board is the sole Registered Owner of the Series 2021 Bonds, the Series 2021 Bonds shall be issued only as State Bonds in the form prescribed in Exhibit A-1. It is recognized that the Community Impact Board may sell or otherwise transfer the Series 2021 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63B, Chapter 1b, Utah Code Annotated 1953, as amended, or otherwise. In the event the Community Impact Board determines to sell or otherwise transfer all or a portion of the Series 2021 Bonds pursuant to the State Financing Consolidation Act or otherwise, the Series 2021 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2021 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Community Impact Board pursuant to the State Financing Consolidation Act or otherwise shall be in the form of an Exchange Bond prescribed in Exhibit A-2, and shall be executed pursuant to authorization contained in Section 2.5 hereof. Each principal payment on the Series 2021 Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2021 Bonds for Exchange Bonds, provided that the Community Impact Board pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

ARTICLE III

REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1. Execution of and Registration of Series 2021 Bonds; Persons Treated as Owners. The Series 2021 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2021 Bonds to be kept by the City Recorder who is hereby appointed the Registrar of the Issuer with respect to the Series 2021 Bonds. Any Series 2021 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Series 2021 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2021 Bond as provided herein, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Series 2021 Bond of the same maturity and series for a like aggregate principal amount as the Series 2021 Bond surrendered for transfer. Series 2021 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2021 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2021 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2021 Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2021 Bond for redemption.

Series 2021 Bonds surrendered for payment, redemption or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2021 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2021 Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2021 Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2021 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2021 Bond shall be delivered.

Section 3.2. Deposit of Bond Proceeds. The proceeds from the sale of the Series 2021 Bonds and the grant shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2021 Bonds. Any unexpended balance remaining in the Escrow Account after completion of the Project shall be transferred as soon as practicable (a) first to each party or entity, other than the Issuer, contributing grant funds to the Project in proportion to the amount of grant funds originally deposited into the Escrow Account and (b) then to the "Sinking Fund" established hereunder, and shall be used only for the prepayment of the Series 2021 Bonds in inverse order of maturity. Proceeds from the sale of the Series 2021 Bonds on deposit in the Escrow Account may, at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the transfer of unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.

Section 3.3. The Series 2021 Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Bond Resolution elsewhere contained, the principal and interest, if any, on the Series 2021 Bonds shall be payable out of 100% of the Net Revenues, and in no event shall the Series 2021 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System. The Net Revenues are pledged to secure the Series 2021 Bonds.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Revenues to pay the Series 2021 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 3.4. Flow of Funds. From and after the earlier of the delivery date of the Series 2021 Bonds, and until all the Series 2021 Bonds have been fully paid, the Revenues shall be set aside into Roosevelt City, Utah Water Revenue Fund referred to herein as "Revenue Fund," hereby reestablished, to be held by the Depository Bank. The Issuer will thereafter make accounting allocations of the funds deposited in the Revenue Fund for the following purposes and in the following priority:

(a) From the amounts in the Revenue Fund there shall first be paid all Operation and Maintenance Expenses of the System. For this purpose the Issuer shall establish on its books an account known as the "Expense Account" to which shall be allocated monthly, on or before the tenth day of each month, such portion of the Revenue Fund as is estimated to be required for Operation and Maintenance Expenses of the System for the following month. There shall be allocated to the Expense Account from time to time during the month such additional amounts as may be required to make payments of Operation and Maintenance Expenses for which the amounts theretofore allocated to the

Expense Account are insufficient. At the end of each Sinking Fund Year all amounts in the Expense Account in excess of that required to pay Operation and Maintenance Expenses then due shall be transferred to the Sinking Fund established as hereinafter provided.

(b) All amounts in the Revenue Fund not allocated to the Expense Account shall be allocated to the "Roosevelt City, Utah, Water Revenue Bond Sinking Fund" (the "Sinking Fund") hereby establish:

(i) Of the amounts allocated to the Sinking Fund there shall be allocated to a subaccount established on the books of the Issuer known as the "Bond Account" such amounts as will assure, to the extent of the availability of Net Revenues from the System, the prompt payment of the principal and interest, if any, on the Series 2021 Bonds as shall become due and all bonds or obligations issued in parity therewith, including the Outstanding Obligations. (A) The amount to be set aside with respect to the Outstanding Obligations and the Series 2021 Bonds shall, as nearly as may be practicable, be allocated to the Bond Account monthly, on or before the tenth day of each month, beginning October 10, 2021, and shall equal 1/12 of the amount of the principal and interest, if any, on the payment next due on the Series 2021 Bonds, to the end that there will be sufficient funds allocated to the Bond Account to pay the principal and interest, if any, on the Series 2021 Bonds as and when the same become due. (In the event insufficient moneys are available to make prompt payment of the full principal and interest, if any, on the Series 2021 Bonds and all Outstanding Obligations as shall become due, such moneys shall be allocated pro rata based on the amount of principal next coming due on each Bond.) Amounts allocated to the Bond Account shall be used solely for the purpose of paying principal and interest, if any, on the Outstanding Obligations and the Series 2021 Bonds and shall not be reallocated, transferred or paid out for any other purpose; and

(ii) Of the amounts allocated to the Sinking Fund after there shall have been allocated the amounts required to be allocated under (i) above, there shall be allocated monthly on a parity basis (1) those amounts, if any, as shall be required for the Outstanding Obligations to be deposited in a reserve account; and (2) on or before the tenth day of each month, beginning October 10, 2021, to the "Reserve Account – Series 2021" established on the books of the Issuer the sum of $644, plus such additional amount as may be required to meet any monthly installment to the Reserve Account – Series 2021 not theretofore made in whole or in part, such allocation shall continue until there shall have been accumulated an amount equal to $46,350. (In the event insufficient moneys are available to make full allocation to each reserve account, such moneys shall be allocated pro rata based on the monthly allocation requirement of each such reserve fund.) Amounts allocated to the Reserve Accounts for the Outstanding Obligations and the Reserve Account – Series 2021

(collectively, the "Reserve Accounts") shall be used to pay the principal and interest, if any, falling due on the respective Outstanding Obligations and the Series 2021 Bonds at any time when there are not sufficient funds in the Bond Account to pay the same, but pending such use may be invested as hereafter provided. When the Reserve account have been accumulated as in this paragraph provided, no further allocations to the Reserve Account need be made unless payments from the Reserve Account have reduced the same below the amounts required by this paragraph, in which event allocations shall be resumed until such deficiency has been remedied; and

(iii) All remaining funds, if any, in the Sinking Fund after all of the payments required to be made into the Bond Account and Reserve Account have been made, may be used by the Issuer (a) to prepay or redeem the Outstanding Obligations and/or the Series 2021 Bonds in whole or in part, (b) to make extensions, improvements, additions, repairs, and replacements to the System, or (c) to be applied to any other lawful purpose as determined by the Issuer.

(c) If at any time, the Net Revenues derived by the Issuer from the operation of the System shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified, the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Net Revenues thereafter derived by the Issuer from the operation of the System.

Section 3.5. Investment of Funds. Any funds allocated to the Bond Account and Reserve Account may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the funds of the Bond Account shall be maintained in that account and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Reserve Account shall at the end of each Sinking Fund Year be transferred by the Issuer to the Bond Account so long as after such transfer the Reserve Account are fully funded as provided herein. In the event the balance in the Reserve Account is less than the amount required herein, then the income from the investment thereof shall be maintained in each respective reserve account until total deposits in the Reserve Account shall equal the amount required to fully fund the Reserve Account. There shall not be required to be in the Bond Account and the Reserve Account at any time more than the total amount required to pay the total principal of and interest due on the Outstanding Obligations and the Series 2021 Bonds. Whenever the money in the Bond Account and the Reserve Account equal the total principal amount of the Outstanding Obligations and the Series 2021 Bonds outstanding plus accrued interest thereon, the money in those accounts shall be used to prepay the Outstanding Obligations and the Series 2021 Bonds then outstanding.

ARTICLE IV

COVENANTS

Section 4.1. Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2021 Bonds the following:

(a) The rates for all water service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient for the retirement and/or redemption of the Series 2021 Bonds and the Outstanding Obligations, provided such rates must be reasonable rates for the type, kind, and character of the service rendered. There shall be no free service and there shall be charged against all users of the System, including the Issuer, such rates and amounts as shall be adequate to meet the debt service payments on the Series 2021 Bonds, the Outstanding Obligations and any Parity Bonds (as defined in Section 4.2) when due. The rates charged for water services provided by the System shall be sufficient to produce Net Revenues that are equal to 125% of Annual Debt Service. All Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the Operation and Maintenances Expenses of the System and the payment of the Series 2021 Bonds and the Outstanding Obligations, as herein provided. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4 of this Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(b) Each Bondholder shall have a right, in addition to all other rights afforded it by the laws of Utah, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge and collect reasonable rates for services supplied by the System sufficient to meet all requirements of this Bond Resolution and the resolutions authorizing the Outstanding Obligations.

(c) The Issuer will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost.

(d) So long as any Series 2021 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days

following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by Bondholders upon request; provided, however, during such periods of time as the Community Impact Fund Board is the Registered Owner of the Series 2021 Bonds, each such audit will be supplied to the Community Impact Board as soon as completed without prior request therefor by the Community Impact Board. At a minimum, each such audit shall include the following:

(i) A statement in detail of the income and expenditures of the System for such Sinking Fund Year;

(ii) A balance sheet as of the end of such Sinking Fund Year;

(iii) The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Bond Resolution, and the accountant's recommendations for any change or improvement in the operation of the System;

(iv) A list of the insurance policies in force at the end of the Sinking Fund Year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy;

(v) An analysis of all funds and accounts created in this Bond Resolution, setting out all deposits and disbursements made during the Sinking Fund Year and the amount in each fund or account at the end of the Sinking Fund Year;

(vi) The number of water connections within the boundaries of the Issuer, and applications for water service on hand at the end of the Sinking Fund Year;

(vii) The total billings for such Sinking Fund Year and all schedules of rates and charges imposed for water service during the Sinking Fund Year.

The Bondholder may, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular Sinking Fund Year set forth in this Section 4.1(d), provided, however, that such waiver shall not apply to the reporting requirements of the Issuer set forth in Section 4.1(e) herein.

(e) In addition to the reporting requirements set forth in Section 4.1(d) above, the Issuer shall submit to the Community Impact Board within one hundred eighty (180) days following the close of each Sinking Fund Year, a

summary report substantially in the form as provided by the Community Impact Board to the Issuer upon purchase of the Series 2021 Bonds.

All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense. If a Bondholder is other than the Community Impact Board, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Sinking Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(f) The Bondholder shall have the right at all reasonable times to inspect the System, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to it financial statements and other information relating to the Issuer and the System as it may from time to time reasonably require.

(g) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Sinking Fund.

(h) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Bonds have been paid in full, except that the Issuer may sell any portion of the System which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(i) The Issuer shall charge for water services and require that each be paid in full. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any water bill remains delinquent for more than sixty (60) days, it will take action to collect such bill.

(j) The Issuer shall commence and complete the acquisition and construction of the Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(k) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully

imposed upon the System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(l) The Issuer will not grant a franchise for the operation of any competing water system within its limits, as long as the Series 2021 Bonds authorized herein remain outstanding.

(m) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

(n) All payments falling due on the Series 2021 Bonds shall be made to the Bondholder thereof at par and all charges made by the Depository Bank for its services shall be paid by the Issuer.

(o) The Issuer will maintain its identity, will make no attempt to cause its existence to be abolished and will resist all attempts by other political subdivisions to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

(p) The Issuer will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, on or before the fifteenth day of the second calendar month after the close of the calendar quarter in which the Series 2021 Bonds are issued, a Form 8038-G, Information Return for Tax-Exempt Governmental Bond Issues, with respect to the Series 2021 Bonds.

(q) The Issuer further covenants and agrees to and for the benefit of the registered owners of the Series 2021 Bonds that the Issuer (i) will not take any action that would cause interest on the Series 2021 Bonds to become includible in gross income for purposes of federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2021 Bonds to become includible in gross income for purposes of federal income taxation and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Series 2021 Bonds in order to preserve the exclusion from gross income for purposes of federal income taxation of interest on such Series 2021 Bonds.

(r) The Mayor and City Recorder of the Issuer are hereby authorized and directed to execute such certificates as shall be necessary to establish that the Series 2021 Bond is not an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations promulgated or proposed in relation thereto. The Issuer covenants and certifies to and for the benefit of the Registered Owners of the Series 2021 Bonds that no use will be made of the proceeds from the issue and sale of the Series 2021 Bonds, or any funds or accounts of the Issuer which may be deemed to be gross proceeds of the Series 2021 Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of the Series 2021 Bonds, would have caused the Series 2021 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Series 2021 Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated with respect thereto.

Section 4.2. Additional Indebtedness. No additional indebtedness, bonds or notes of the Issuer payable out of Net Revenues of the System and on a priority superior to the Series 2021 Bonds shall be created or incurred by the Issuer without the prior written consent of all holders of the Series 2021 Bonds. Furthermore, the Series 2021 Bonds shall not be entitled to any priority one over the other in application of the Net Revenues of the System, regardless of the time or times of their issuance, it being the intention of the Issuer that there shall be no priority among the Series 2021 Bonds authorized to be issued pursuant to this Bond Resolution regardless of the fact that they may be actually issued and delivered at different times. It is expressly agreed and covenanted that the Issuer will not hereafter issue any bonds or obligations payable from the Net Revenues of the System, or any part thereof, or which constitutes a lien on such Net Revenues or on the System until all Series 2021 Bonds have been paid in full unless such additional bonds are issued in such manner that they are in all respects subordinate to the Series 2021 Bonds.

The provisions of the foregoing paragraph are subject to the following two exceptions:

(a) The Series 2021 Bonds or any part thereof may be refunded. The refunding bonds so issued shall enjoy a lien on the Net Revenues on a parity with the Series 2021 Bonds and the Outstanding Obligations except that if fewer than all of the Series 2021 Bonds outstanding at the time are so refunded, no refunding bonds shall bear interest at a rate higher or mature at a date earlier than the corresponding Bond refunded thereby without the consent of the owners and holders of all of the Series 2021 Bonds and the Outstanding Obligations that are not refunded. In all other respects, refunding bonds may be secured in such manner and may be payable from such sources and be subject to other terms and provisions that may be provided in the resolution authorizing their issuance. With the consent of the Bondholders, refunding bonds may be exchanged for not less than a like principal amount of the Series 2021 Bonds authorized to be refunded, may be sold or may be exchanged in part or sold in part. If sold, the proceeds of

the sale not required for the payment of expenses shall be used to refund that portion of the Series 2021 Bonds refunded.

(b) Additional bonds may be issued on a parity with the Series 2021 Bonds and the Outstanding Obligations herein authorized if all of the following conditions are met at the time of the issuance of such additional bonds (herein referred to as "Parity Bonds"):

(i) The Net Revenues for the Sinking Fund Year preceding the year in which the Parity Bonds are to be issued were 125% of the average Annual Debt Service on all of the Bonds then outstanding (other than those to be refunded by the Parity Bonds proposed to be issued) and the Parity Bonds proposed to be issued. For purposes of this subsection (b)(i), Net Revenues for the preceding Sinking Fund Year may include an amount equal to ninety-five percent (95%) of the amount by which such Net Revenues would increase due to any water rate increase which became effective prior to and in anticipation of the issuance of the proposed Parity Bonds. The requirements of this subsection (b)(i) may be waived or modified by the written consent of the Registered Owners of 100% of the principal amount of the Bonds then outstanding.

(ii) All payments required by this Bond Resolution to be made into the Sinking Fund must have been made in full and there must be in each reserve account the full amount required by this Bond Resolution to be accumulated therein.

(iii) The proceedings authorizing such Parity Bonds must provide that the aggregate amount required to be accumulated in the Reserve Account shall be (a) no less than the highest future Annual Debt Service of all Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued, and (b) accumulated within six (6) years after delivery of such Parity Bonds.

(iv) The Parity Bonds must be payable as to principal on October 1 of each year in which principal falls due.

(v) The proceeds of the Parity Bonds must be used for the making of improvements, extensions, renewals, replacements or repairs to the System.

Section 4.3. Bank Designation. For purposes of and in accordance with Section 265 of the Code, the Issuer hereby designates the Series 2021 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated

issuer during calendar year 2021 will not exceed $10,000,000. For purposes of this Section, "aggregated issuer" means any entity which, (i) issues obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer and all aggregated issuers for the calendar year 2021, does not exceed $10,000,000.

Section 4.4. Arbitrage Rebate Exemption for Small Issuer. The Issuer hereby certifies for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Series 2021 Bonds (the "Rebate Exemption") as follows:

(a) The Series 2021 Bonds are issued by the Issuer which has general taxing powers.

(b) Neither the Series 2021 Bonds nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond").

(c) Ninety-five percent (95%) or more of the net proceeds of the Series 2021 Bonds are to be used for local government activities of the Issuer (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Issuer).

(d) Neither the Issuer nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt bonds other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during calendar year 2021, which in the aggregate would exceed $5,000,000.

For purposes of this Section 4.4, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Issuer, (b) derives its issuing authority from the Issuer, or (c) is subject to substantial control by the Issuer.

The Issuer hereby represents that it has not created, does not intend to create, and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(IV) of the Code.

Accordingly, the Issuer will qualify for the Rebate Exemption granted to small governmental units under Section 148(f)(4)(D) of the Code, and the Issuer shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to the Series 2021 Bonds.

ARTICLE V

MISCELLANEOUS

Section 5.1. Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer under this Bond Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure shall constitute an event of default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay an interest penalty equal to eighteen percent (18%) per annum of the outstanding principal amount on the Series 2021 Bonds (the "Interest Penalty"), the Interest Penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured by the Issuer. The Interest Penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Revenues of the System for purposes of applying the Revenues toward the Revenue allocations required in Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2. Amendments to Bond Resolution. Provisions of this Bond Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2021 Bonds, no change, variation or alteration of any kind in the provisions of this Bond Resolution shall be made in any manner until such time as all of the Series 2021 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Bond Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Bond Resolution under the provisions of this section, it shall cause notice of the proposed amendment (the "Amendment Notice") to be sent to all Bondholders of all Series 2021 Bonds then outstanding. The Amendment Notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in

the office of the City Recorder for public inspection. Should a Bondholder consent to the proposed amendment to this Bond Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in the Amendment Notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least 75% of the principal of the respective Series 2021 Bonds outstanding, the governing body of the Issuer may adopt the amendatory resolution and it shall become effective. Nothing in this Section shall permit or be construed as permitting an amendment to this Bond Resolution which would (a) extend the stated maturity or reduce the principal amount of the Series 2021 Bonds or reduce the rate of or extend the time for paying the interest on delinquent payments of principal of on the Series 2021 Bonds, without the consent of the holders of all the Series 2021 Bonds, (b) reduce the amount of or extend the time for making any payment required by any fund or account established hereunder without the consent of the holders of all the Series 2021 Bonds which would be affected by such reduction or extension, and (c) change the rights of the holders of less than all Series 2021 Bonds then outstanding, without the consent of the holders of all the Series 2021 Bonds at the time outstanding which would be affected by such changes.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, such Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him or her the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3. Maintenance of Proceedings. A certified copy of this Bond Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the City Recorder where it shall be made available for inspection by any Bondholder or his or her agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Bond Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Bond Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal of or interest, if any, on the Series 2021 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2021 Bonds.

Section 5.4. Defeasance of Series 2021 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Series 2021 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Bond Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2021 Bonds) shall be cancelled and discharged.

Any Series 2021 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2021 Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2021 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2021 Bonds).

Section 5.5. Sale of Series 2021 Bonds Approved. The sale of the Series 2021 Bonds to the Community Impact Board, at par, is hereby ratified, confirmed and approved.

Section 5.6. Bondholders Not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition or construction of the Project or for the failure of the System to function successfully after completion of the Project.

Section 5.7. Notice of Public Hearing and Bonds to be Issued. In accordance with the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, the Issuer has (a) designated the Uintah Basin Standard, a newspaper having general circulation in the Issuer, as the official newspaper of the Issuer authorized to publish legal notices for the Issuer, (b) the City Recorder has caused a "Notice of Public Hearing and Bonds to be Issued" calling a public hearing to receive input from the public with respect to the issuance of the Series 2021 Bonds (the "Notice") to be published once each week for two consecutive weeks in said newspaper with the first publication being not less than (14) days before the date set for the public hearing, (c) has also caused the Notice to be posted on the Utah Public Notice Website not less than (14) days before the date set for the public hearing, and (d) has also caused the Notice to be posted in the city office. The City Recorder shall cause a copy of this Bond Resolution to be kept on file in the office of the Issuer for public examination during regular business hours for at least thirty (30) days from and after the publication thereof. Such Notice is hereby reaffirmed and approved.

Section 5.8. Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or

appropriate in order to implement and carry out the matters authorized in this Bond Resolution and the documents authorized and approved herein.

Section 5.9. Severability. If any section, paragraph, clause or provision of this Bond Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Resolution.

Section 5.10. Statutory Authority for the Series 2021 Bonds. The Series 2021 Bonds are issued under the authority of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Bonding Act"), and each Series 2021 Bond certificate shall so recite. By the adoption of this Bond Resolution, it is the intention of the Issuer to comply in all respects with the applicable provisions of the Bonding Act and the Series 2021 Bonds issued hereby shall be incontestable for any reason whatsoever after their delivery for value.

Section 5.11. Record of Proceedings. The City Recorder of the Issuer is hereby authorized and directed to complete and execute the Record of Proceedings attached hereto to officially record the proceedings at which this Bond Resolution was considered for adoption.

Section 5.12. Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

APPROVED AND ADOPTED this October 20, 2020.

_____
Mayor

ATTEST:

_____
City Recorder

(S E A L)

EXHIBIT A-1

(FORM OF STATE BONDS)

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF DUCHESNE
ROOSEVELT CITY
WATER REVENUE BONDS
SERIES 2021

$1,268,000

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

Roosevelt City, Duchesne County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the State of Utah acting through the Permanent Community Impact Fund Board or the registered assigns last noted in the Registration Certificate attached to the end of this Bond (the "Registered Owner"), the principal amount of $1,268,000 together with interest accruing on the unpaid principal balance at the rate of one-half of one percent (0.5%) per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months). Interest shall begin to accrue on October 1, 2021 and shall be payable on October 1, 2022, and shall be payable annually thereafter on each October 1. The principal of the Series 2021 Bonds shall be payable in registered installments on October 1 of each year and in the amounts as set forth in the following Repayment Schedule:

REPAYMENT SCHEDULE

October 1	Principal Maturing
2022	$39,000
2023	39,000
2024	40,000
2025	40,000
2026	40,000
2027	40,000
2028	40,000
2029	41,000

October 1	Principal Maturing
2030	$41,000
2031	41,000
2032	41,000
2033	41,000
2034	42,000
2035	42,000
2036	42,000
2037	42,000
2038	43,000
2039	43,000
2040	43,000
2041	43,000
2042	43,000
2043	44,000
2044	44,000
2045	44,000
2046	45,000
2047	45,000
2048	45,000
2049	45,000
2050	45,000
2051	45,000

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the City Recorder of the Issuer (the "Paying Agent"). Payments of interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his or her address as it appears on the registration books of the Issuer maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by such Registered Owner.

As long as the State of Utah Permanent Community Impact Fund Board (the "Community Impact Board") is the registered holder of this Bond, installment payments of principal and interest for delinquent installments shall be made by check or draft mailed to the Community Impact Board as the registered holder at the address shown on the registration books maintained by the Registrar.

If any installment payment of Bond principal and/or interest is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from such due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest, if any, and then to principal.

This Bond is being issued on parity with the Issuer's Outstanding Obligations (as defined in the Bond Resolution"), such that this Bond and the Outstanding Obligations are equally and ratably secured by a pledge of and entitled to an equal and ratable lien on the Net Revenues of the Issuer's System.

This Bond is payable solely from a special fund designated "Roosevelt City, Utah, Water Revenue Bond Sinking Fund," into which fund and into a reserve therefor, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Net Revenues derived and to be derived from the operation of the Issuer's water system (the "System"), all as more fully described and provided in the Bond Resolution.

This Bond is issued pursuant to (i) the parameters resolution adopted September 15, 2020, and Final Bond Resolution dated October 20, 2020 (collectively, the "Bond Resolution"), and (ii) the Utah Local Government Bonding Act as amended and renamed as the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, for the purposes of financing, in part, (i) improvements to the Issuer's water system, and related improvements (the "Project"); and (ii) paying the costs of issuing the Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Issuer's Revenues (as defined in the Bond Resolution) and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Issuer's Revenues.

As provided in the Final Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts (the "Additional Obligations"), which may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of the Additional Obligations which may be issued is not limited. Any Additional Obligations issued under the Bond Resolution must either be subordinate to or on parity with this Bond, provided certain conditions are met. If the Additional Obligations are issued on parity with this Bond, then the Additional Obligations and this Bond will be equally and ratably secured by a pledge of the Net Revenues of the System, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefore or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (and if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of $1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay when due this Bond, and the principal and interest on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Bond Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in the appropriate book in the office of the City Recorder of the Issuer, who shall be the Registrar. This Bond is transferable only by notation upon such book by the registered owner hereof in person or by his or her attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his or her attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds and obligations issued on a parity with this Bond, if any, and that with the exception of the pledge of the Revenues of the System for the payment of the Series 2021

Bonds the Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds and obligations issued on a parity with this Bond, if any. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the seal of the Issuer this _____, 2021.

/s/ (Do Not Sign)
Mayor

Countersigned:

/s/ (Do Not Sign)
City Recorder

(S E A L)

REGISTRATION CERTIFICATE

(No writing to be placed herein except by
the Bond Registrar)

Date of Registration	Name of Registered Owner	Signature of Bond Registrar

EXHIBIT A-2

(FORM OF EXCHANGE BOND)

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF DUCHESNE
ROOSEVELT CITY
WATER REVENUE BONDS, SERIES 2021

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

INTEREST RATE	MATURITY DATE	ISSUE DATE
0.5%	October 1, 20____	_____, 20__

Registered Owner: _____

Principal Amount: _____ Dollars

Roosevelt City, Duchesne County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. Interest at the Interest Rate specified above on the Principal Amount hereof (calculated on the basis of a year of 360 days consisting of twelve 30-day months) shall be payable by check or draft mailed by the City Recorder of the Issuer (the "Paying Agent") to the Registered Owner hereof beginning October 1, 20__ and on each October 1 thereafter until this Bond is paid in full. Payments shall be payable by the City Recorder, in Roosevelt, Utah (the "Paying Agent") to the Registered Owner. Principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment at maturity.

If this Bond or any installment of interest hereon is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from the due date thereof until paid in full.

This Bond is being issued on parity with the Issuer's Outstanding Obligations (as defined in the Bond Resolution"), such that this Bond and the Outstanding Obligations are equally and ratably secured by a pledge of and entitled to an equal and ratable lien on the Net Revenues of the Issuer's System.

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ Dollars ($_____), issued in exchange for the conversion of the Issuer's Water Revenue Bond, Series 2021, in the total principal sum of $1,268,000, authorized by a Parameters Resolution of the Issuer duly adopted on September 15, 2020 and a Bond Resolution of the Issuer duly adopted on October 20, 2020 (collectively, the "Bond Resolution"). This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Parameters Resolution and the Bond Resolution and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, for the purpose of financing, in part, (i) improvements to the Issuer's water system, and related improvements (the "Project"); and (ii) paying the costs of issuing the Bonds, and is secured by the Net Revenues of the Issuer's water system (collectively, the "System"), including all equipment and necessary appurtenances thereof. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

This Bond is issued on parity with the Issuer's Outstanding Bonds (as defined in the Bond Resolution) such that this Bond and the Outstanding Bonds enjoy an equal lien pledge of the Net Revenues of the System.

As provided in the Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefore or to make any appropriation for its payment.

The Bonds are subject to redemption prior to maturity at any time, in whole or in part (and if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than forty-five (45) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of the Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Series 2021 Bonds (as defined in the Bond Resolution) are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of $1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay this Bond when due, and principal and interest on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Bond Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the City Recorder (the "Registrar") in Roosevelt, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues to be derived from the

operation of the System, including any future improvements, additions and extensions thereto, have been pledged and will be set aside into a special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds and obligations issued on a parity with this Bond, if any, and that with the exception of the Series 2021 Bonds the Net Revenues of the System are not pledged, hypothecated or anticipated in any way other than by the issue of Series 2021 Bonds of which this Bond is one and all bonds and obligations issued on a parity with this Bond, if any. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder with the seal of said Issuer affixed, all as of _____, 20__.

By /s/ (Do Not Sign)
Mayor

COUNTERSIGNED:

/s/ (Do Not Sign)
City Recorder

(S E A L)

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

_____

_____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO SEC RULE 17Ad-15.

EXHIBIT B

RECORD OF PROCEEDINGS

The City Council (the "Council") of Roosevelt City, Utah (the "Issuer"), met in public session at the City Council's regular public meeting place on October 20, 2020 (the "Meeting"), at the hour of 5:30 p.m., or as soon thereafter as feasible, with the following members of the City Council being present:

JR Bird	Mayor
David Baird	Councilmember
Cody Aland	Councilmember
Dustin White	Councilmember
Vince Riley	Councilmember
Don Busenbark	Councilmember

Also present:

Kurt Mower	City Recorder
Ryan Clayburn	Interim City Manager

Absent:

which constituted all the members thereof.

After the Meeting had been duly called to order and after other matters not pertinent to this resolution were discussed, the foregoing resolution (the "Resolution") was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Councilmember _____ and seconded by Councilmember _____, and the Resolution was put to a vote and carried, the vote being as follows:

Those voting YEA:

Those voting NAY:

Those Abstaining:

The City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this October 20, 2020 meeting, a copy of which is attached hereto. Upon the conclusion of all business on the Agenda and motion duly made and carried, the Meeting was adjourned.

CERTIFICATE OF CITY RECORDER

I, Kurt Mower, the duly appointed and qualified City Recorder of Roosevelt City, Duchesne County, Utah (the "Issuer"), do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the City Council of the Issuer at a public meeting duly held and conducted by the City Council in Roosevelt City, Duchesne County, Utah, on October 20, 2020 commencing at the hour of 5:30 p.m., or as soon thereafter as feasible (the "Meeting"). The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on October 20, 2020, and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this October 20, 2020.

(S E A L)

_____
City Recorder

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Kurt Mower, the undersigned City Recorder of Roosevelt City, Duchesne County, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the October 20, 2020, public meeting (the "Meeting") held by the governing body of the Issuer as follows:

(a) By causing a notice, in the form attached hereto (the "Meeting Notice"), to be posted at the principal office of the Issuer at least twenty-four (24) hours prior to the convening of the Meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the Meeting; and

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation in the geographic jurisdiction of the Issuer at least twenty-four (24) hours prior to the convening of the Meeting; and

(c) By causing the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to the convening of the Meeting.

(d) By causing a copy of the Meeting Notice to be delivered to each member of the City Council of the Issuer at least twenty-four (24) hours prior to the convening of the Meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 20, 2020.

_____
City Recorder

(SEAL)

(Attach Meeting Notice, including proof of posting thereof on the Utah Public Notice Website)

Proclamation
Extra Mile Day

WHEREAS, Roosevelt City, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Roosevelt City, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Roosevelt City, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Roosevelt City, acknowledges the mission of Extra Mile America to create 500 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2020.

NOW THEREFORE, I, Mayor of Roosevelt City, do hereby proclaim November 1, 2020, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Signed this 20th day of October, 2020.

Roosevelt City Corporation

_____

Roddie I. Bird, Jr., Mayor

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name:	Roosevelt City Government
Agency's Address:	255 S State Street Roosevelt, Utah 84066
Attention:	Scott Finlayson
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Prepared By:	Kacy Greene
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Roosevelt City Government		Lexipol	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	Van Holland
Title:	_____	Title:	Chief Financial Officer
Date Signed:	_____	Date Signed:	_____

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EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Lexipol Local Government Policy Manual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Local Government Administration Policy Manual & Daily Training Bulletins w/ GrantFinder w/Supplemental Publication Service (Start: 11/1/2020 End: 10/31/2021)	USD 5,049.00	10%	USD 504.90	USD 4,544.10
	Subscription Line Items Total			**USD 504.90**	**USD 4,544.10**
				USD 504.90	**USD 4,544.10**
				Lexipol Local Government Policy Manual Subscription Discount:	USD 504.90
				Lexipol Local Government Policy Manual Subscription TOTAL:	USD 4,544.10

Lexipol Implementation Services

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Local Government Administration Full Implementation	USD 11,326.00	10%	USD 1,132.60	USD 10,193.40
	One-Time Line Items Total			**USD 1,132.60**	**USD 10,193.40**
				USD 1,132.60	**USD 10,193.40**
				Lexipol Implementation Services Discount:	USD 1,132.60
				Lexipol Implementation Services TOTAL:	USD 10,193.40

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Discount Notes

10% dual manual

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EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Definitions. For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 Agency's Account. "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 Agreement. "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 Initial Term/Contract Year. ***"Initial Term"*** means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 Derivative Work. "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 Effective Date. "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 Subscription Materials. "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. Term and Termination.

2.1 Term. This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 Termination. This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security**. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption**. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability**. Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability**. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality**. From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 **Governing Law**. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 **Entire Agreement**. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 **Headings**. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 **Amendment**. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 **Attorneys' Fees**. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 **General Interpretation**. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 **Notices**. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 **Invalidity of Provisions**. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 **Waiver**. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

Scope of Services

Local Government Administration Policy Manual
Legally defensible, up-to-date policies are the foundation for consistent, safe local government functions and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers key aspects of your organization's general operations, facilities, and equipment, records, and personnel policy needs.

- Approximately 50 policies researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

Daily Training Bulletins (DTBs)
Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates
Lexipol's legal and content development teams continuously review laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)
Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports
Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service
Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Full Implementation

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Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration

GrantFinder http://app.grantfinder.com

GrantFinder is a real-time database of federal, state, and private grant opportunities tailored to municipalities, nonprofits, educational institutions, and public safety organizations. The simplicity and efficiency of our service will result in identifying grant applications intelligently tailored to your needs; greatly improving the chance your organization will ultimately be funded.

Currently tracking over 10,000 grants, GrantFinder monitors more than 4,300 grant websites to update and keep communities aware of the universe of funding. GrantFinder is being used by more than 8,000 individual users spread across 800 cities and organizations like yours.

The accompanying proposal outlines the functions of Lexipol's GrantFinder service and what would be provided.

GrantFinder includes:

- Access to Federal, State, Corporate & Foundation grants programs in once place with summaries, links to applications, guidelines and much more
- 10+ search filters including geographic coverage, program area, keyword, deadline, matching funds, etc.
- Save and download grant listings + track deadlines
- Custom grant email alerts tailored to user preference
- Application and performance tracking
- Document and application upload + storage
- Ongoing dedicated account management support + user-based training

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SOLUTIONS PROPOSAL

PREPARED FOR:
Roosevelt City Government
City Manager Scott Finlayson
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PREPARED BY:
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Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies today face challenges of keeping personnel safe, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking agencies can struggle to keep up.

That is why Lexipol is pleased to present the Roosevelt City Government with a proposal for a customized policy management, update and training solution.

Our program is designed to save you time and money while protecting your personnel and your community. Our team of public safety attorneys and policy experts continually monitor national and Utah-specific policy changes. We then use these updates to help provide the content and training your department needs to minimize risk and effectively serve your community.

AGENCY GOALS

The Roosevelt City Government is looking for a way to access comprehensive policies to limit agency risk and enhance personnel safety. By using Lexipol, you will achieve peace of mind knowing your policies are up-to-date and constitutionally sound. The incorporated policy training component reinforces your staff's understanding of policies and provides individual training acknowledgement.

Once you have high-quality policies in place, you want to be sure your personnel use them. The Lexipol program offers online access to your agency's policies through a web-based platform and mobile app. This flexibility allows your personnel to easily reference policies and complete training in the field. Using Lexipol's program will provide the Roosevelt City Government with:

- Policies that reflect up-to-date industry standards and best practices
- Content specific to the laws and practices of Utah
- Daily scenario-based training that reinforces your agency's policies
- Timely updates in response to new legislation and case law

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. In addition to providing policy solutions to 3,500 public safety agencies across the United States, we offer services such as online training, grants and an electronic policy management platform, as well as the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1. We are proud to serve more than 2 million first responders and 8,100 agencies and municipalities.

Lexipol is the only company with public safety professionals, attorneys and subject matter experts working together to provide essential policies and policy management tools, from continuous updates to mobile access to daily training. Our legal and content development teams follow a rigorous multi-step process to evaluate content for new policies and policy updates, reviewing thousands of pieces of legislation each year.

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Agencies that use our policy solutions have clear, effective policy manuals that reflect the true values and philosophy of their agency as well as constitutionally sound practices that protect civil rights and community safety. Benefits of using the Lexipol system include enhanced accountability and compliance with policy, which in turn leads to a reductions of financial, legal and physical risks. Lexipol customers also reduce time spent developing and maintaining policy, providing an increased ability to focus resources on other agency priorities. We look forward to working with the Roosevelt City Government to realize these same benefits.

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- 10+ search filters including geographic coverage, program area, keyword, deadline, matching funds, etc.
- Save and download grant listings + track deadlines
- Custom grant email alerts tailored to user preference
- Application and performance tracking
- Document and application upload + storage
- Ongoing dedicated account management support + user-based training

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Proposal

Prepared By: Kacy Greene
Phone:
Email: kgreene@lexipol.com

Quote #: Q-12771-2
Date: 10/16/2020
Valid Through: 1/14/2021

Overview

Lexipol is America's leading source of state-specific policy and training solutions that reduce risk, lower litigation costs and improve personnel safety in public safety agencies. The services proposed below are designed to guide your agency in providing up-to-date, legally defensible policy and training content to your personnel.

Lexipol Local Government Policy Manual Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Local Government Administration Policy Manual & Daily Training Bulletins w/ GrantFinder w/Supplemental Publication Service (Start: 11/1/2020 End: 10/31/2021)	USD 5,049.00	10%	USD 504.90	USD 4,544.10
	Subscription Line Items Total			**USD 504.90**	**USD 4,544.10**
				USD 504.90	**USD 4,544.10**
				Lexipol Local Government Policy Manual Subscription Discount:	USD 504.90
				Lexipol Local Government Policy Manual Subscription TOTAL:	USD 4,544.10

Lexipol Implementation Services

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Local Government Administration Full Implementation	USD 11,326.00	10%	USD 1,132.60	USD 10,193.40
	One-Time Line Items Total			**USD 1,132.60**	**USD 10,193.40**
				USD 1,132.60	**USD 10,193.40**
				Lexipol Implementation Services Discount:	USD 1,132.60
				Lexipol Implementation Services TOTAL:	USD 10,193.40

*Government Policy pricing is based on 50 Government Users.

Discount Notes
10% dual manual

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